

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FEB 05 2008

AMERICAN STEAMSHIP OWNERS
MUTUAL PROTECTION AND
INDEMNITY ASSOCIATION, INC.,

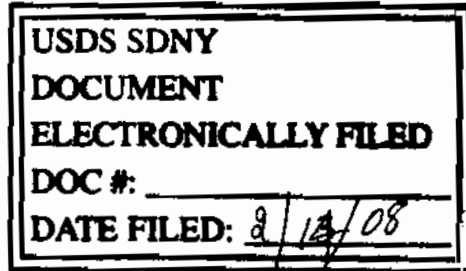
04 Civ. 04309 (LAK)(JCF)

Plaintiff,

- against -

ALCOA STEAMSHIP CO., INC.,
Et al.,

Defendants.



STIPULATED ORDER OF DISMISSAL
WITH PREJUDICE IN PART AND WITHOUT PREJUDICE IN PART

It appearing that Plaintiff, the American Steamship Owners Mutual Protection and Indemnity Association, Inc. (also referred to herein as the "Club") in this Action has entered into a settlement agreement with all Defendants* who have appeared in this Action, each of which is identified in Exhibit "A" annexed hereto (collectively, "the Settling Defendants" as defined in their answers and pleadings filed in this action); and

It further appearing that Plaintiff and the Settling Defendants seek dismissal with prejudice and without costs of all their respective claims and counterclaims in this Action except for counterclaims for indemnity pursuant to the Club's insurance policies as governed by the

* All references to "Defendants" herein, in whatever category they may fall, shall include each defendant's successors and assigns.

Settlement Agreement (the "Indemnity Counterclaims") which are to be dismissed without prejudice; and

It further appearing that other Defendants served in this Action have entered into Stipulations with Plaintiff (collectively the "Stipulating Defendants") each of which is identified in Exhibit "B" annexed hereto, and each such stipulation is attached to Exhibit "B", providing that the Stipulating Defendants would be bound by the terms of any final decision of this Court or any final settlement agreement entered into by the Settling Defendants; and

It further appearing that other Defendants served in this action entered into Stipulations of Voluntary Dismissal of the complaint herein (collectively the "Dismissed Defendants") on the condition that the Dismissed Defendants had not and will not in the future submit for indemnity any occupational disease claims against the American Steamship Owners Mutual Protection and Indemnity Association, each of which Defendants is identified in Exhibit "C" annexed hereto including copies of the relevant stipulations; and

It further appearing that certain Defendants were voluntarily dismissed on a without prejudice basis such that the Club could reopen this matter if claims were ever asserted (the "Dismissed Without Prejudice Defendants"), each of which are identified in Exhibit "D" hereto, including copies of the relevant stipulations;

NOW, THEREFORE, IT IS HEREBY


ORDERED that all claims and counterclaims between Plaintiff and the Settling and Stipulating Defendants be and hereby are dismissed with prejudice and without costs except for the Indemnity Counterclaims, which Indemnity Counterclaims are dismissed without prejudice; and it is further

ORDERED that the Plaintiff and the Settling and Stipulating Defendants are bound by the terms of the Settlement Agreement; and it is further

ORDERED that the Dismissed Defendants are barred from submitting for indemnity occupational disease claims to the American Steamship Owners Mutual Protection and Indemnity Association in the future, and it is further

ORDERED, THAT THE Dismissals of the Dismissed Without Prejudice Defendants are without prejudice to the Club's right to reopen this matter if those Defendants ever submit for indemnity occupational disease claims to the Club.

Dated: New York, New York
February 13, 2008



Hon. Lewis A. Kaplan
United States District Judge